

**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505**

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:

August 13, 2014

PURCHASING CONTACT & TELEPHONE:

**Yasheka (Stacey) Marshall (850) 469-6208
Marguerite Van Nostrand (850) 469-6209**

RFP TITLE:

Band Uniforms – Pine Forest High School

RFP NUMBER:

150305

RFP OPENING DATE & TIME: **Friday, September 12, 2014 @ 1:30 PM Central Standard Time**

NOTE: RFPS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 N. Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

(EXT:)

FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY___)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER. **I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN THE SECTION III, A. WILL RESULT IN A DETERMINATION THAT THE RFP IS NON-RESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

I. INTRODUCTION

The Escambia County School District plans to purchase band uniforms for Pine Forest High School, located in Pensacola, Florida, per the specifications listed in this document. The complete RFP package, along with a sample uniform, made to the specifications detailed in this document are due in the Purchasing Office of the Escambia County School District located at 75 N. Pace Blvd, Pensacola, Florida 32505 no later than 1:30 PM, Friday, September 12, 2014. **Bidders must set an appointment time for their meeting on Wednesday, September 17, 2014, with the Evaluation Committee prior to the bid opening date. This meeting will include a short presentation of their sample uniform with the proposal and a brief question period by the Evaluation Committee.** Any information that you would like to present to the committee, i.e. company background, service information, etc. should be included as written/printed documentation in your RFP package. Bidders are encouraged to contact Marguerite Van Nostrand listed on page one of this RFP to discuss proposal documentation requirements.

You must send a sample as specified in Attachment B for review by Friday, September 12, 2014, 1:30 PM, CST. Failure to send a sample and the required documentation will result in your proposal being determined “non-responsive” for that item. Samples should be clearly labeled “SAMPLE FOR RFP NUMBER 150305.” Prior to sending samples, contact the Escambia County School District Purchasing Office by emailing both Smarshall2@escambia.k12.fl.us and Mvannostrand@escambia.k12.fl.us.

QUESTIONS: Due to time constraints, it is recommended that bidders send questions by a manner that can be tracked (email, certified mail, or overnight courier); email is preferred. Deadline for questions will be Friday, August 15, 2014, 5:00 PM, Central Standard Time. Any changes in the specifications contained in this RFP will be made by Addendum. Any Addendum issued concerning this RFP will be posted on the Purchasing Department’s web pages. **PRIOR TO SUBMITTING A PROPOSAL**, it shall be the sole responsibility of each proposer to contact the Purchasing Agent or visit the Purchasing Department’s Web pages to determine if an Addendum has been issued and to obtain such Addendum. Any Addendum and answers to any questions received will be posted by close of business Monday, August 18, 2014. The direct link to the Bid Activity Section of the District website is listed below.

<http://ecsd-fl.schoolloop.com/purchasing/bids>

All inquiries should be sent to:

Yasheka (Stacey) Marshall, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: Smarshall2@escambia.k12.fl.us

AND

Marguerite Van Nostrand, Purchasing Agent
Purchasing Department
Escambia County School District
75 N. Pace Blvd.
Pensacola, FL 32505
Email: Mvannostrand@escambia.k12.fl.us

For the Escambia County School District (ECSD) to ensure equal treatment of all participating bidders, the above named individuals are ECSD’s only designated representatives for this RFP. Bidders are expected to utilize this representative for **ALL** Information regarding this RFP. **Bidders who contact any other District employee regarding the subject of this RFP are subject to disqualification from participating in this solicitation.**

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- P. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at: <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.

- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agents noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.

- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

- AA. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. EX PARTE COMMUNICATION:

- a) Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidders' offer.
- b) Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidders' offer.
- c) **Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.**
- d) **Questions regarding Bid must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under letter X, General Terms and Conditions (Section II, page 6).**

B. DOCUMENTATION AND REQUIRED ENCLOSURES: All documents listed below must be returned in their entirety. **Failure to return all pages (entire document) or any of the items listed below may result in your proposal not being accepted.**

- 1. **The entire RFP document (pages 1 – 21).** The signature on the first page must be an original signature – no fax or email documents will be accepted. In the event that the bidder makes an error on entering any information and enters a correction, the change(s) must be initialed. Any proposal submitted with strike over or white out corrections that are not initialed will be rejected as non-responsive.
- 2. **Return your original proposal and one copy.** The copy should be a photocopy of your original proposal and there should be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your proposal to be rejected. **Please mark copy “COPY.”**
- 3. Product specification sheets or certifications must be attached if requested for an item in the Specifications and Pricing Section and/or if offering alternate items. **Sending these sheets with your sample product does not negate the need to attach these as part of your proposal.**
- 4. If not currently doing business with the Escambia County School District, a business reference, preferably a School District must be submitted. See attached Form Number P-002 on page 14, contained within this document.
- 5. ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:*** Pages 18 and 19 of the proposal document must be complete with an **ORIGINAL** signature and returned with the proposal.
- 6. ***Bidder's Statement of Principal Place of Business:*** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit the “Bidder's Statement of Principal Place of Business”, Attachment A (page 20) with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
- 7. ***Drug Free Workplace form:*** Page 17 of the proposal document, while not required, will be a determining factor in award between two bids equal in price, quality and service. If submitting, the signature must be an **ORIGINAL**.

8. **UNIFORM DEVIATIONS TO SPECIFICATIONS:** Deviations must be documented on the enclosed deviation form. Unless fully documented, such deviations may disqualify the bidder at the discretion of the District.
 9. A complete **Sample Uniform** made as specified in this document must be received by the Purchasing Office of the Escambia County School District on or before the RFP closing date and time. **Your proposal will not be accepted without the completed uniform sample.** Sample will not be returned, District policy is to open seams to review construction.
 10. Copy of bidder's current business license.
 11. Business references, preferable other School Districts, must be submitted in the bidder reference section of this RFP. If currently doing business with the Escambia County School District, the District may be used as one of your references.
- C. **JESSICA LUNSFORD ACT:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. **The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S.,** and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://ecsd-fl.schoolloop.com/fingerprinting_all. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- D. **TERM OF AGREEMENT:** The term of this agreement will be for the period beginning October 21, 2014 and ending September 30, 2015. All terms and conditions including price shall remain in effect for the entire term of this agreement. **The District does not pay fuel adjustment charges.**
- E. **ALTERNATE BID:** The District shall have sole discretion in accepting or rejecting any alternate product offered.
- F. **ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.
- G. **FLORIDA PUBLIC RECORDS LAW:** Respondent shall comply with Florida's Public Records Law. Specifically, Respondent agrees that it will:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by the vendor under the Agreement.
 - b. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law.

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of the vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 - e. The failure of the vendor to comply with the provisions set forth shall constitute a default and breach.
- H. **INCOMPLETE RFP INFORMATION:** Failure to submit complete information on an item may prevent consideration of your proposal for that item.
- I. **DELIVERY TERMS:** Bidder prices shall include transportation and delivery charges, all inclusive, to the specified school in the Escambia County School District.
- J. **PAYMENT:** Payment shall be accomplished in two (2) parts: (1) Notice of award shall be made to the successful bidder and a purchase order with a pre-paid deposit of 50% of the contract value will be issued and paid within ten (10) days of School Board approval. (2) Final balance due will be remitted to bidder upon receipt and acceptance of all uniforms by the specified school. Pre-payment may be made with a purchasing card.
- K. **VENDOR CUSTOMER SERVICE/SALES REPRESENTATIVE:** Supplier must furnish a band uniform representative to handle all details of the order. This includes measuring, designing, services, follow-up work and future purchases. Supplier is to provide name, address and phone number of representative that will be handling the order.

IV. UNIFORM CONSTRUCTION AND MANUFACTURING

- A. **GENERAL:** The following specifications must be followed. Sample uniforms according to the exact specifications and consisting of each uniform part must be submitted along with your proposal. Your sample must be received no later than the date of the RFP opening. This sample should be sent to the same address as your proposal: Purchasing Department, Escambia County School District, 75 N. Pace Blvd., Pensacola, FL 32505. The sample coat must be a size 42 R and the trousers a 36 waist. The school reserves the right to inspect the workmanship of the sample, its inner construction in particular, and for this purpose will open the lining and put the sample through various tests including, but not limited to, spilling drinks on the fabric, checking whether the fabric will run if snagged, or any other test deemed necessary by the school's uniform management personnel to determine the ease or difficulty of garment care and upkeep.

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information provided by the company representative. This is done for a better year-to-year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

- B. **IDENTIFICATION:** Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference. Coats shall have chest size and length indicated on a linen ticket.

The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include

chest size, height, weight and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

- C. **INSPECTION:** All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut, and specifications, trim and details are to be critically checked for each individual garment before shipment. Buttons are to be applied and sewn before final packing as well. The District reserves the right to inspect the uniforms at random upon receipt for compliance with the specifications. If any uniforms are found not to meet specifications, the uniforms will be shipped back to the company at the company's expense for correction. If satisfactory corrections cannot be made, the buyer reserves the right to cancel the order, (deposit will be returned to the District), and place it with another vendor.
- D. **VERIFICATION OF FABRIC PROCESSING AND STABILIZATION:** Any Dacron/wool blend fabric from any vendor must be professionally cold water and alcohol sponged, decated and inspected. Vendor must submit in writing, certification that Dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the bidding company. The company actually performing the stabilizing process must be indicated with an individual or officer of said company to contract for verification of processing. As Dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, vendors not providing such a sponging treatment and certification in the RFP will be disqualified.
- E. **SIZE LABELS:** All garments must have sewn-in size labels and a label for numbering or other identification used for inventory control.
- F. **SHIPPING:** Uniforms are to be shipped on wishbone-style hangers. Hangers are to be hard plastic, not wood. Wooden hangers have a tendency to pick and pull the basic fabric, and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 pound test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton must be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.
- G. **ALTERNATES/ DEVIATIONS:** In setting forth these specifications, it is the intention of the buyer to offer equal opportunity to all vendors. Styles referred to by number and company name are for descriptive purposes only and are not exclusive. If any deviation is made from the specifications, your proposal should list this information on the deviation form included in this package. If additional room is needed additional sheets may be attached. **All Bidders must bid the specified sample as shown in Attachment B. Bidders may also bid an alternate design of Bidder's choosing, as long as the specified uniform is provided and both are received on time.**

H. **BIBBER TROUSER SPECIFICATIONS:**

Trousers-Marching

Band Type: Marching Band

Quantity: 75

Style: Bibber Style Trousers

Fabric: 100% Polyester 14-14.5 oz.

Shade: Navy Blue (As displayed in Attachment B)

Lining: Unlined

Patterns

Bibber trousers are to be cut in a full-length pattern, allowing extra fullness at the waist area to accommodate a generous fit throughout the range of sizes.

They are to utilize both MALE and FEMALE patterns.

Shoulder Straps

Bibber is to be adjustable at the shoulders by means of a one-piece molded, indestructible polymer slider.

Slider is to be permanently fixed to the double-ply shoulder straps.

Straps are turned and finished with a lockstitch on each edge, set in 1/8".

Width of shoulder strap is to measure no less than 1-1/2" and be a minimum of 14" in length for maximum adjustability.

Innerfacing

The upper portion of the bibber is to have a generous innerfacing front and back with all exposed fabric edges tightly serged to prevent raveling.

Front Closure

The inside of the right fly is to be lined with a layer of durable polyester cotton material. It is to extend beyond the four-way crotch assembly.

The left fly is to be reinforced with Pellon SF134W to provide permanent shape retention and durability. It is to be bound with a pre-shrunk, bias-cut tape for appearance and durability.

There are to be three (3) bartacks at the base of the fly for additional reinforcement; two (2) vertical bartacks on the lower-front fly interior and one (1) horizontal bartack at the bottom of the lower-front fly exterior.

The fly zipper is to SOLID BRASS of Y.K.K. quality. There is to be a #3 hardened brass wire stop at the base of the zipper.

The front fly is to be secured at the top of the waistband with two (2) stainless gripper snaps; placed above the zipper terminal. "Hook flex" is also available, if requested.

Crotch

There is to be a "four-way" crotch reinforcement consisting of 50/50% polyester-cotton pocketing cut on the bias for strength.

There are to be four (4), two-ply sections, one on each side of the fly, seat seam and inseams.

Crotch area is to be clean finished with no extra fabric extending from tops of inseams.

Trousers having merely a two-way reinforcement or no reinforcement at all are NOT acceptable.

Legs

Trouser legs are to be finished at the bottom with a 3" turn-under to allow alteration for future growth.

The hem is to be taped all around with a pre-shrunk, bias, poly-cotton finishing tape, then blind-stitched for appearance and ease of alterations. Taping all around provides a clean finished edge for full length use, as well as protecting the fabric edge completely. Simple flat taping with a rayon hem tape is NOT acceptable.

The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are lock-stitched together and pressed back flat. This is necessary to facilitate alteration of the trouser within the seat and upper thigh area.

Serging

All edges of seams and outlets are to be serged in a professional, high-quality manner eliminating the possibility of raveling.

Threads

Threads for seaming are to be 50/3 cotton-wrap core, 70/2 poly-wrap core, or 100/2 poly-wrap core, based on the strength requirements of the type of seams.

I. COATS-MARCHING SPECIFICATIONS:

Coats-Marching

Band Type: Marching Band

Quantity: 150

Style: Waist Length with Standing Hard Collar – (As displayed in Attachment B)

Fabric: Dacron (6248) 14-14.5 oz.

Shade: Navy Blue, Red, and White

Lining: Fully lined

Collar: To contain dry cleanable plastic for extra durability.

J. HEADGEAR SPECIFICATIONS: PLEASE NOTE – Hat bid is an Aussie hat.

Headgear-Marching

Band Type: Marching Band

Quantity: 75

Style: Aussie

Fabric: White (As displayed in Attachment B)

Plumes-Marching

Band Type: Marching Band

Quantity: 75

Style/Color: Small/ Navy Blue and White (As displayed in Attachment B)

K. GAUNTLETS SPECIFICATION:

Gauntlets-Marching

Band Type: Marching Band

Quantity: 70 pairs regular and 30 pairs percussion

Fabric: Dacron 14-14.5 oz.

Color: Navy Blue and Red with Silver trim and buttons (As displayed in Attachment B)

Velcro for easy adjustability.

V. UNIFORM MANAGEMENT SYSTEM

The band uniform order is to be accompanied by a Uniform Management System program with customer information available via: Uniform Management System program – CD or Internet download, Customer Data – CD or Internet download.

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continual basis, as sizing needs change. The program will contain an AUTO-ASSIGN feature which automatically assigns uniform pieces to the students based on their entered measurements. This feature, after assignation, will generate a list for the uniform manager of items that are not currently in inventory. In addition, the student database will include full contact information and address label generation. The system will also generate student uniform rental/usage agreements as needed. The Uniform Management System must include ONLINE/TELEPHONE technical support FREE OF CHARGE. Software updates will be available 24 hour a day, 7 days a week via an Internet website.

An example of the program on CD MUST BE INCLUDED in your proposal.

VI. VENDOR INFORMATION

All bidders are to provide the following information in order to complete the evaluation of proposals. In conjunction with price, the award of the bid is to be based on the quality of the uniform sample, experience of the manufacturer, the reputation of the manufacturer and ability to provide necessary service.

Manufacturer Offered _____

Representative's Name _____

Address _____

Telephone _____

Sales Rep Phone _____

Number of years company has been in business _____

Complete Form P-002 Reference Release in conjunction.

FORM P-002
Reference Release Form

I _____ (Name/ Title) _____ (Name Of Company)
give Escambia County School District, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

IF CURRENTLY DOING BUSINESS WITH THE ESCAMBIA COUNTY SCHOOL DISTRICT, the School District may be used as your reference.

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

VII. EVALUATION CRITERIA AND BIDDER INFORMATION

The District reserves the right to accept any proposal meeting specifications regardless of price. Factors to be considered when determining the best value for the District shall be quality of the garment, service and responsibility of the company and their representative, as well as price. The lowest price will not necessarily be awarded the contract. Proposals will be rated by the Evaluation Committee with the following categories, weighted by percentage:

Quality of the Garment	-	45%
Cost of the Garment	-	30%
Delivery Time	-	15%
Service and Responsibility of the Company	-	10%

VIII. PRICING AND DELIVERY

The bidder certifies that the RFP specifications have been carefully read and understands their contents. **Bidder should price all items listed below. Bidder should also list and price all items not listed below that are priced separately, or that may have special replacement prices (i.e. buttons) in the blank spaces listed.** Additional Sheet may be attached, if needed.

Item No.	Estimated Quantity	Description	Unit Price	Extended Price
1.	75	Bibber Trouser		
2.	150	Coats-Marching		
3.	75	Aussie Hats		
4.	75	Small Plumes for hats		
5.	70 pairs	Regular Gauntlets		
6.	30 pairs	Percussion Gauntlets		
7.	1	Uniform Management Program		

Funding availability may result in the elimination of items from the order.

DELIVERY: If awarded the contract, the bidder agrees to ship all uniforms in accordance to the exact specifications within _____ calendar days after receipt of purchase order.

Bidder will require _____ calendar days' notice to obtain measurements in order to meet delivery date.

BIDDER PHONE NUMBER FOR RFP EVALUATION MEETING QUESTIONS:

September 17, 2014, ____AM to ____ AM Central Standard Time.

List name and phone number(s):

(You may add a separate sheet(s); however, please be sure to state that in the space below.)

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the bidder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are NOT acceptable. Furthermore, these deviations are to be approved in writing.

If no deviations are submitted, the bidder assures the District of full compliance with the specifications and conditions, and assures the District that samples accompanying proposal meet all construction specifications.

Company _____

Name (Print or Type) _____

Title _____

Signature _____ Date _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has its principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

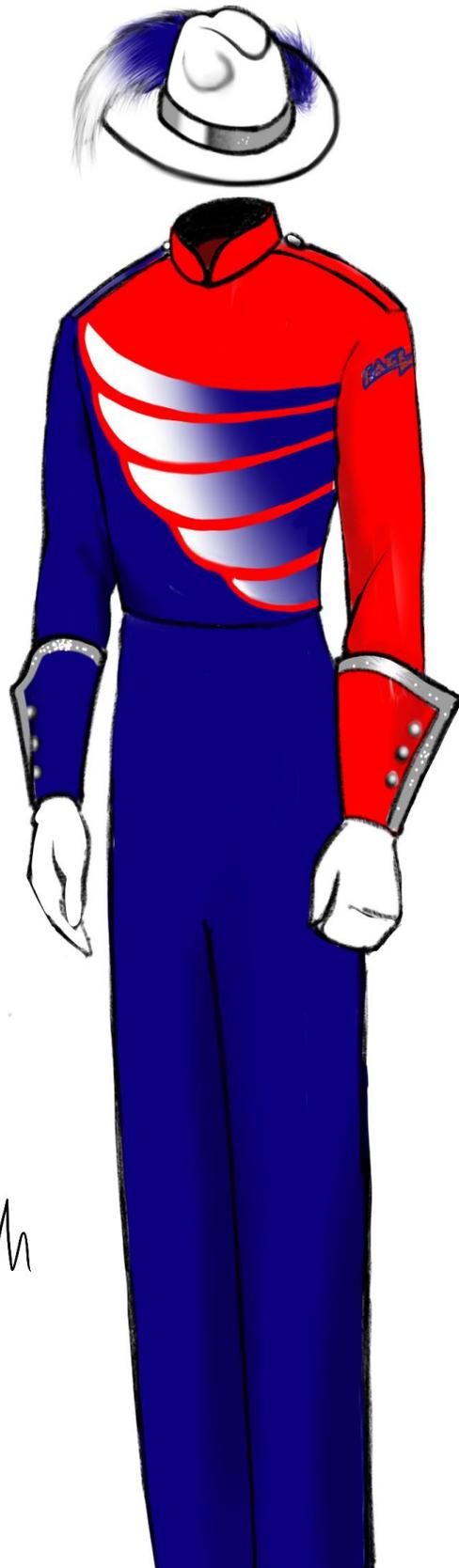
Telephone Number of out-of-state bidder's attorney: (_____) _____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: _____ Signature: _____

ATTACHMENT B



D. Holsworth